

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

In re:)	
)	
OLD TIME POTTERY, INC.,)	Case No. 09-09548-KL3-11
)	
Debtor.)	

ORDER CONFIRMING PLAN

This matter came on for hearing at 9:00 A.M. on May 11, 2010 on confirmation of the AMENDED FIRST AMENDED AND RESTATED CHAPTER 11 PLAN DATED FEBRUARY 15, 2010, FILED BY DEBTOR (Docket No. 846) (hereinafter referred to as the “Plan”). At the hearing, the following appearances were made: Messrs. G. Rhea Bucy and Thomas H. Forrester, counsel for Old Time Pottery, Inc., Debtor and Debtor-in-Possession (“Debtor”); Mr. Charles M. Walker, Assistant United States Trustee; Ms. Barbara D. Holmes, counsel for the Official Committee of Unsecured Creditors; Mr. Marc T. McNamee, counsel for SunTrust Bank; and Messrs. Michael R. Paslay and Joseph R. Sgroi, counsel for Jaygee Associates Limited Partnership (“Jaygee”).

AND IT APPEARING that the Plan was transmitted to creditors and equity security holders in accordance with the Bankruptcy Code and Rules;

AND IT, FURTHER, APPEARING that Jaygee timely filed a Limited Objection to the Plan (Docket No. 954);

AND IT, FURTHER, APPEARING that the Court heard the testimony of Mr. Robert Sharp, Chief Financial Officer of Debtor, and considered the exhibits which were introduced into evidence, including the Stipulations aubmitted by the Debtor and Jaygee (Docket No. 984);

AND IT, FURTHER, APPEARING that on the basis of the Stipulation, the testimony and the other evidence introduced at the hearing and the entire record in this matter, the Court holds that the Objection was unfounded and unsupported and should be overruled for the reasons stated on the record at the hearing, which are incorporated herein by reference;

AND IT, FURTHER, APPEARING that, after hearing on notice, the Court has determined that the requirements for confirmation set forth in 11 U.S.C. § 1129(a) have been satisfied, and that the requirements of Rule 3019(a), Fed. R. Bankr. P., have been satisfied;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

- A. The Plan, a copy of which is attached hereto, is hereby confirmed.
- B. Without limiting the generality of the foregoing, the Debtor's assumption in accordance with 11 U.S.C. §§ 365 and 1123(b)(2), as of the Effective Date of the Plan, of each and every lease and executory contract previously assumed or listed in Exhibit A to the Plan, is hereby approved.
- C. The Objection to confirmation filed by Jaygee is hereby overruled.
- D. Within thirty (30) days after the date of entry of this Order, or on the first business day thereafter if the thirtieth day falls on a weekend or holiday, Debtor shall file any Objections that it may have to the claims for rejection damages that were filed by Lessors of leases that Debtor rejected during the pendency of this case.

**THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FIRST PAGE.**

APPROVED FOR ENTRY:

GULLETT, SANFORD, ROBINSON
& MARTIN, PLLC

By: /s/ Thomas H. Forrester

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
)	Case No. 309-09548
OLD TIME POTTERY, INC.,)	Chapter 11
)	Judge Lundin
Debtor.)	

**AMENDED
FIRST AMENDED AND RESTATED CHAPTER 11 PLAN
DATED FEBRUARY 15, 2010, FILED BY DEBTOR**

The Debtor in the captioned case proposes the following first amended and restated plan pursuant to Chapter 11 of Title 11, United States Code, amending and restating the Debtor's Chapter 11 Plan dated February 15, 2010:

ARTICLE I

Definitions

For all purposes of this Chapter 11 Plan, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article I have the meanings ascribed to them as follows:

- (1) "Allowed Claim" shall have the same meaning as in 11 U.S.C. § 502 and § 506(a).
- (2) "Business Day" shall mean any day that is not a Saturday, Sunday, or legal holiday as defined in Rule 9006, F.R. Bankr. P.
- (3) "Case" shall mean the Chapter 11 case commenced by the filing with the Court on August 21, 2009, of a voluntary petition for relief under Chapter 11 of the Code by the Debtor, which petition was assigned Case No. 309-09548.
- (4) "Chapter 11" shall mean Chapter 11 of the Code, 11 U.S.C. §§ 1101-46, as amended.
- (5) "Claim" shall be defined as in 11 U.S.C. § 101(4).

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(6) "Code" shall mean the Bankruptcy Reform Act of 1978, as amended, 11 U.S.C. §§ 101, et seq.

(7) "Commitment" shall mean the written agreement that may be entered into by the Debtor and FirstMerit Bank, N.A., as contemplated by its proposal letter, dated February 9, 2010, to provide Debtor as of the Effective Date of the Plan with a revolving credit facility in the amount of Twenty Million Dollars (\$20,000,000.00), including a subfacility for letters of credit of Six Million Dollars (\$6,000,000.00), on such terms and conditions and provisions for security as are more particularly set forth therein. A copy of the Commitment, when issued, and in all events at least ten (10) days before the deadline for voting on the Plan or filing objections to confirmation thereof, shall have been provided to the Official Committee of Unsecured Creditors, the Class 3 Claimant, and any other creditor who requests the same in writing, provided, said entities take such steps as may be reasonable and necessary to enable OTP to satisfy its obligations to maintain the confidentiality of the Commitment.

(8) "Confirmation of the Plan" or "Confirmation" shall mean entry by the Court of an order confirming the Plan in accordance with Chapter 11.

(9) "Court" shall mean the United States Bankruptcy Judge(s) or the United States District Judge(s) from time to time exercising original jurisdiction under the Code in the Case.

(10) "Creditor" shall be defined as in 11 U.S.C. § 101(9).

(11) "Debtor" shall mean Old Time Pottery, Inc., a Tennessee corporation, EIN 62-1249062, which is also sometimes referred to herein as "OTP".

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(12) "Debtor-in-Possession" or similar phrase shall mean the Debtor in the capacity and with the status and rights conferred by 11 U.S.C. § 1107.

(13) "Disclosure Statement" shall mean the document filed by the Debtor in the Case, pursuant to Section 1125 of the Code, as the disclosure statement to accompany the Plan, and approved as such by the Court pursuant to Section 1125 and applicable rules.

(14) "Effective Date of the Plan" shall mean the second Business Day immediately following the fourteenth (14th) calendar day after entry by the Court of an order confirming this Plan; provided, said order has not been modified, vacated or reversed on appeal, and no appeal of said order is then pending and no stay of said order is then in effect; provided, further, the Debtor may waive the condition that no appeal of the order of confirmation be pending by a writing duly executed by the Debtor and filed with the Court on or before the date which but for the pendency of an appeal would become the effective date of the Plan, and in the event that said condition is timely waived by the Debtor the Plan shall become effective as provided herein notwithstanding the pendency on said date of an appeal or appeals, and in the event that said condition is not timely waived, the Plan shall become effective on the first Business Day of the month immediately following the first month in which an appeal ceases to be pending; provided, further, that the Effective Date of the Plan shall occur instantaneously with, and not before, the closing of the Commitment, as defined herein.

(15) "Equity Holders" shall mean the beneficial owners of the common stock of the Debtor.¹

¹ The Equity Holders as of the Petition Date are listed in the Statement of Financial Affairs, Item 21.b., as filed in the Case on September 21, 2009.

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(16) "Estate" shall mean the estates created by operation of 11 U.S.C. § 541(a) upon the commencement of the Case.

(17) "Lender" shall mean FirstMerit Bank, N.A., the issuer of the expected Commitment.

(18) "Petition Date" shall mean August 21, 2009.

(19) "Plan" shall mean this First Amended and Restated Chapter 11 Plan Dated February 15, 2010, Filed by Debtor, as the same may be modified from time to time in accordance herewith or pursuant to applicable law.

(20) "Substantial Consummation of the Plan" or similar phrases shall be defined as in 11 U.S.C. § 1101(2).

(21) "SunTrust" shall mean SunTrust Bank, a Georgia corporation, and the lender under certain loan agreements executed by the Debtor before the Petition Date.

In addition to the foregoing, certain other terms defined in the Code are sometimes used herein, and where such occurs the terms shall have the respective meanings ascribed to them in the Code unless a contrary intention clearly appears herein.

ARTICLE II

Means for Execution of the Plan

The principal means necessary for the execution of the Plan include continuation of the Debtor's business, as modified by the closing of certain stores, and the closing of a new revolving line-of-credit facility with FirstMerit Bank, N.A. In general, the Debtor, as reorganized, will retain all property of the Estate, excepting property which is to be sold or otherwise disposed of as provided

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for herein, executory contracts which are rejected pursuant to this Plan or otherwise in the Case, and property transferred to creditors of the Debtor pursuant to the express terms hereof. The retained property shall be used and employed by the Debtor in the continuation of the business. (Further details concerning the nature and scope of the Debtor's future business operations may be found in the Disclosure Statement which accompanies this Plan.)

Without limiting the generality of the foregoing, on the Effective Date of the Plan, the reorganized Debtor shall have closed under the Commitment, expected to be issued by FirstMerit Bank, N.A., for a new revolving line-of-credit facility in the amount of Twenty Million Dollars (\$20,000,000.00), including the granting of liens and security interests in favor of the Lender as respects substantially all valuable assets of the Debtor.

ARTICLE III

Classification of Claims and Interests

The claims of creditors and interests of equity holders will be divided into classes as follows:

Class 1: Class 1 shall consist of all claims having priority under 11 U.S.C. § 507(a)(4) or (5), the entities holding such claims being sometimes referred to herein collectively as "Class 1 Claimants."

Class 2: Class 2 shall consist of all claims having priority under 11 U.S.C. § 507(a)(8), the entities holding such claims being sometimes referred to herein collectively as "Class 2 Claimants."

Class 3: Class 3 shall consist of all allowed claims of SunTrust Bank to the extent such claims are secured by valid, perfected, and unavoidable liens or security interests in property in which the Estate has an interest, and to the extent of the value, determined in accordance with 11 U.S.C. § 506(a), of

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SunTrust's interests in the Estate's interest in such property, the entity holding such claims being sometimes referred to herein collectively as the "Class 3 Claimant."

Class 4: Class 4 shall consist of the allowed claims of Pinnacle National Bank to the extent such claims are secured by valid, perfected and unavoidable liens or security interests in property with respect to which the Estate has an interest, and to the extent of the value, determined in accordance with 11 U.S.C. § 506(a), of Pinnacle's interest in the Estate's interest in such property, the entity holding such claims being sometimes referred to herein collectively as the "Class 4 Claimant."

Class 5: Class 5 shall consist of all allowed unsecured claims not entitled to priority and not expressly included in the definition of any other class (including without limitation each such allowed claim arising out of the rejection of any executory contract or unexpired lease, and each such allowed claim secured by a lien on property in which the Debtor had an interest on the Petition Date to the extent that such claim is determined to be unsecured in accordance with 11 U.S.C § 506(a), and each claim of the kinds described in clause (4) or (5) of 11 U.S.C. § 507(a), to the extent that the allowed amount of such claim exceeds the maximum amount or fails to satisfy another condition or limitation (as set forth in said clauses) in or pursuant to which a claim may be accorded priority thereunder), provided, the allowed amount of such claim is not greater than the sum of Five Thousand Dollars (\$5,000.00), or the holder of such claim elects to reduce the allowed amount thereof to the sum of Five Thousand Dollars (\$5,000.00), the entities holding such claims being referred to herein collectively as "Class 5 Claimants."

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Class 6: Class 6 shall consist of all allowed unsecured claims not entitled to priority and not expressly included in the definition of any other class (including without limitation each such allowed claim arising out of the rejection of any executory contract or unexpired lease, and each such allowed claim secured by a lien on property in which the Debtor had an interest on the Petition Date to the extent that such claim is determined to be unsecured in accordance with 11 U.S.C § 506(a), and each claim of the kinds described in clause (4) or (5) of 11 U.S.C. § 507(a), to the extent that the allowed amount of such claim exceeds the maximum amount or fails to satisfy another condition or limitation (as set forth in said clauses) in or pursuant to which a claim may be accorded priority thereunder), provided, the allowed amount of any such claim is greater than the sum of Five Thousand Dollars (\$5,000.00), and the holder thereof does not elect to reduce the allowed amount thereof to said sum, the entities holding such claims being referred to herein collectively as "Class 6 Claimants."

Class 7: Class 7 shall consist of the interests of the common stockholders of OTP, the holders thereof being sometimes referred to herein as the "Class 7 Interests."

ARTICLE IV

Classes of Claims and Interests Not Impaired Under the Plan

The following classes of claims and interests are not impaired under the Plan: Class 4 by virtue of 11 U.S.C. § 1124(1); and Class 7, by virtue of 11 U.S.C. § 1124(2).

ARTICLE V

Treatment of Claims and Interests Under the Plan

Class 1 Claimants: On the Effective Date the Plan there shall be paid to each Class 1 Claimant cash equal to the allowed amount of its claim in full settlement, satisfaction and discharge thereof.

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Class 2 Claimants: All claims allowed in Class 2 shall bear interest from the Effective Date of the Plan as provided in 28 U.S.C. §§ 6621 and 6622, or other applicable law, and shall be paid in equal monthly installments of principal and interest, the first of which installments shall be due on the thirtieth (30th) day after the Effective Date of the Plan and the last of which shall be due on August 21, 2014 (unless the allowed claims and all interest thereon shall have been fully amortized on an earlier date.)

The reorganized Debtor shall timely file each tax return coming due after the Effective Date of the Plan, and shall pay any balance shown to be due thereon at the time the return is filed.

If the reorganized Debtor fails to make any payment required hereunder, any deposit of any currently accruing employment tax liability, or any payment of any tax to the Internal Revenue Service within 10 days of the due date of such deposit or payment, or fails to file any required federal tax return by the due date of such return (as the same may be extended) and pay any outstanding tax liability shown on the return at the time the return is filed, then the United States may declare that the Debtor is in default of the Plan. Failure to declare a default does not constitute a waiver by the United States of the right to declare that the Debtor is in default. If the United States declares the Debtor to be in default of its obligations under the Plan, then the entire liability, together with any unpaid current liabilities, shall become due and payable immediately upon written demand to the Debtor. If full payment is not made within 10 days of such demand, then, notwithstanding the discharge injunction of 11 U.S.C. § 1141(d), the Internal Revenue Service may collect any unpaid liabilities by any means provided by applicable nonbankruptcy law.

Class 3 Claimant: In full settlement, satisfaction and discharge of the claims of the Class 3 Claimant, on the Effective Date of the Plan, the Loan Balance EDOP of SunTrust shall be paid irrevocably in full in cash, and each unexpired letter of credit issued by SunTrust for the account of OTP shall be returned to SunTrust or other provision satisfactory to SunTrust shall be made. For purposes of the Plan the term "Loan Balance EDOP" shall be computed by adding to SunTrust's

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allowed claim, computed in accordance with the Code as of the Petition Date, interest at the non-default rate specified in the note(s) evidencing such claim, and all other reasonable and allowable fees, costs or charges provided for therein for the period commencing August 21, 2009, and ending on the Effective Date of the Plan, and subtracting therefrom all cash payments made by Debtor to the Class 3 Claimant during said period pursuant to an order relating to the use of cash or adequate protection.

The reorganized Debtor shall join with the Class 3 Claimant in the execution, acknowledgment, delivery and recordation of any documents necessary to give full legal effect to the terms, conditions, and purposes of the Plan. In the event any provision of the Plan is found to conflict with any provision of the notes, loan agreements, security agreements or other documents evidencing the claims of the Class 3 Claimant or the security therefor, the provisions of the Plan shall prevail. Upon compliance of the Debtor with the foregoing, on the Effective Date of the Plan all then existing defaults in or under said notes, loan agreements, security agreements or other documents shall be deemed cured, every purported acceleration of a maturity or due date or exercise of any option based upon any alleged default or event of default shall be deemed annulled and decelerated, and every lien or security interest shall be deemed terminated and discharged.

Class 4 Claimant: In accordance with 11 U.S.C. § 1124(2), on the Effective Date of the Plan any default in any contractual provision or applicable law that entitles the Class 4 Claimant to demand or receive accelerated payment of such claim (other than a default of a kind specified in Section 365(b)(2) of the Code), shall be cured, and the holder of such claim shall be compensated for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; the maturity of such claim shall be reinstated as such maturity existed before such

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default; and the legal, equitable or contractual rights to which such claim entitles the holder thereof shall not otherwise be altered.

Class 5 Claimants: In full settlement, satisfaction and discharge of the claims of the Class 5 Claimants, on the Effective Date of the Plan the reorganized Debtor shall pay to each Class 5 Claimant cash equal to the allowed amount of its claim (as the Claimant may have elected to reduce said amount).

Class 6 Claimants: In full settlement, satisfaction and discharge of the allowed claims of the Class 6 Claimants, the reorganized Debtor shall remit to each Class 6 Claimant on the Effective Date of the Plan cash equal to seventy-five percent (75%, or 0.75) of the allowed amount of its claim; and, on or before December 25, 2010, the reorganized Debtor shall remit to each Class 6 Claimant, cash equal to twenty-five percent (25%, or 0.25) of the allowed amount of its claim (the “Deferred Portion”), plus interest computed on the Deferred Portion from the Effective Date of the Plan to the date of payment at the per annum rate of three and one-half percent (0.035 or 3.5%).

Until each Class 6 Claimant shall have received the Deferred Portion of its allowed claim, plus the interest thereon as provided hereinabove, the following provisions shall be and remain in effect:

1. There shall be a Post-Confirmation Committee comprised of no more than three (3) members, which members shall be selected from the Official Committee of Unsecured Creditors, with the approval of the United States Trustee. The reorganized OTP shall timely provide to the Post-Confirmation Committee copies of all post-confirmation reports filed in the Case and all monthly financial reports provided to the Lender. The Post-Confirmation Committee may retain professionals

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(including without the necessity of any further order of the Court any professional whose employment by the Official Committee was previously approved in the Case) to assist it in the performance of its duties, the allowed fees of which professionals for providing financial or legal advice in connection with the reorganized OTP's financial performance and ability to pay the Deferred Portion shall be paid by the reorganized OTP in amounts not to exceed \$6,000, in the aggregate, for the period from the Effective Date of the Plan through the due date of the payment of the Deferred Portion, provided however that said cap on fees will not apply if the reorganized OTP is in default of its obligations under the confirmed Plan or its obligations to Lender.

2. The reorganized OTP shall be prohibited from making any loan, loan repayment, dividend or other distribution or payoff of any kind to any shareholder of OTP, any affiliate of any shareholder, or any relative of any shareholder; provided, however, the foregoing shall not be construed so as to prohibit the payment of (i) compensation or expense reimbursement to any shareholder who is to be employed by the reorganized OTP, as disclosed herein or in the Disclosure Statement; (ii) rent or other amounts coming due under any lease between the Debtor and any affiliate of the Debtor that was assumed under the Plan or otherwise in the Case; or (iii) distributions to shareholders for the purpose of paying their income taxes on any taxable income of OTP that may have been passed through to the shareholders by virtue of OTP's election to be an "S" corporation.

3. The reorganized OTP shall be prohibited from selling any stock in OTP, or any assets outside the ordinary course of business; provided, however, the foregoing shall not be construed so as to prohibit the conduct of store-closing or similarly-themed sales at certain stores whose leases are

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expected to expire in 2010, nor the conduct of so-called “yellow tag” events designed to liquidate dated inventory.

Should the reorganized OTP fail to pay when due hereunder the Deferred Portion of the allowed claim of any Class 6 Claimant, and the interest thereon as provided hereinabove, or be in breach of the restrictive covenants that shall be in effect hereunder pending payment of the Deferred Portion, the Plan shall be in default. In such event, each Class 6 Claimant and/or the Post-Confirmation Committee shall retain and be entitled to enforce immediately all remedies hereunder, under the Code and Rules, or under other applicable law, on account of such default. Without limiting the generality of the foregoing,

1. Any holder of an allowed Class 6 Claim that is in default and/or the Post-Confirmation Committee shall have standing to file a motion seeking a reopening of the Case if the Case shall then have been closed pursuant to Article X hereof, and, following entry of an order reopening the Case, to exercise or seek any other appropriate remedy on account of such default in the Plan; and

2. If the Case remains in Chapter 11 and no trustee is appointed in the Case, and the reorganized Debtor refuses or fails, promptly after demand is made, to prosecute any potential avoidance or other cause of action retained hereunder (see Article VII, section 3, below), including without limitation those disclosed in the responses to Item 3 of the Statement of Financial Affairs filed in this Case or that may arise by virtue of the in-lieu-of-income-tax payments totaling approximately \$2.4 million, made to certain shareholders in 2008, the Post-Confirmation Committee shall be deemed to be vested with all such causes of action. The Post-Confirmation Committee may, subject to approval by the Court, employ and compensate such professionals as may be necessary or appropriate to prosecute

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such causes of action to a final resolution by settlement or judgment. To the fullest extent permitted by law, all applicable statutes of limitation for bringing any such cause of action shall be deemed to have been tolled during any period when the Case was closed.

Class 7 Interests: The legal, equitable and contractual rights, to which the interests of the Class 7 Interests entitle the holders thereof, are not altered by the Plan.

ARTICLE VI

Costs and Expenses of Administration

All expenses of administration allowed pursuant to 11 U.S.C. § 503, including without limitation claims allowed pursuant to § 503(b)(9), and compensation and reimbursement allowed pursuant to 11 U.S.C. § 330 to the attorneys for the Debtor-in-Possession, to the Court-approved attorneys for any official committee of creditors or equity security holders, and any other professional persons employed pursuant to 11 U.S.C. § 327, as allowed by the Court (but excluding claims referred to in the immediately-following paragraph), shall be paid in full in cash on the Effective Date of the Plan or, if later, on the date on which such claim is allowed by the Court, unless any holder of such a claim consents in writing to different treatment of its claim.

All expenses of administration, as allowed by the Court, resulting from the purchase by the Debtor-in-Possession of goods or services in the ordinary course and conduct of the Debtor's business on or after the Petition Date, shall be assumed by the reorganized Debtor and shall be paid in accordance with the terms of the parties' contract or such other legal or equitable rights of the holder of any such claim; any such claim which is past due as of the Effective Date of the Plan shall be paid in cash on said date to the extent necessary to bring the claim current.

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ARTICLE VII

General Provisions

1. Notwithstanding any other provision of this Plan, each claim shall be paid only after it has been allowed in accordance with the Code.

2. At the option of the Debtor this Plan may be withdrawn at any time prior to the Effective Date of the Plan. Such option shall be exercised by the filing in the Case of a notice of withdrawal and mailing a copy of such notice to all creditors, equity security holders and persons specially requesting all notices in this Case. If such option is timely and properly exercised, the Case shall continue and be administered as if the Plan had been withdrawn prior to the Confirmation.

3. Pursuant to section 1123(b)(3)(B) of the Code, the reorganized Debtor shall retain each and every claim, demand or cause of action whatsoever which the Debtor or Debtor-in-Possession had or had power to assert immediately prior to Confirmation of the Plan, including without limitation actions for the avoidance and recovery pursuant to section 550 of the Code of transfers avoidable by reason of section 544, 545, 547, 548, 549 or 553(b) of the Code, and actions under applicable state law including without limitation T.C.A. § 66-3-101, et seq., and the Tennessee Fraudulent Transfer Act at T.C.A. § 66-3-301, et seq., and may commence or continue in any appropriate court or tribunal any suit or other proceeding for the enforcement of same. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL APPLICABLE STATUTES OF LIMITATION FOR BRINGING ANY SUCH CAUSES OF ACTION SHALL BE DEEMED TO HAVE BEEN TOLLED DURING ANY PERIOD WHEN THE CASE WAS CLOSED, PURSUANT TO ARTICLE X HEREOF.

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4. All fees payable under 28 U.S.C. § 1930, as determined by the Court at the hearing on Confirmation, shall be paid in full in cash on the Effective Date of the Plan. All fees payable under 28 U.S.C. § 1930 for all periods after Confirmation shall be paid by the reorganized Debtor.

5. Pursuant to 11 U.S.C. § 1143, if any claimant has failed to claim any money or other property payable or distributable under the Plan to said claimant before the fifth anniversary of the Effective Date of the Plan, said claimant's interest in said money or property shall terminate and all interest therein shall revert to and become property of the reorganized Debtor.

6. The Board of Directors of Debtor shall set the 2010 annual meeting of the shareholders for a date no later than April 2, 2010. At the annual meeting, the following individuals, who constitute the existing board of directors of the Debtor, shall be elected for terms of one year commencing April 1, 2010, and until their successors shall have been duly elected and shall have assumed their offices:

Harry G. Carson, Jr.

Ross M. Lindsay, III

Richard Lozins

Sallie Peterson

Scott M. Peterson

Fred Williams

Board members will not receive compensation for service on the Board other than reimbursement of expenses. W. Fred Williams, who serves as part-time executive for OTP, shall continue to bill the company hourly for his services. As soon as practicable after the Confirmation of the Plan, the newly elected and constituted Board of Directors of OTP shall hold a special meeting to take the following actions to be effective as of the Effective Date of the Plan:

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(a) to cause the following to be elected as the officers of OTP, such officers to serve until the annual meeting of the Board of Directors in the year 2011:

<u>Officer</u>	<u>Title</u>	<u>Compensation</u>
Scott M. Peterson	President	\$200,000 + 0.1 % of sales
Gale Inman	Secretary	\$49,500
Robert Sharp	Chief Financial Officer/Treasurer	\$150,000
Bill Hauck	Vice President of Merchandising	\$130,000;

(b) to reaffirm the existing provisions of OTP's charter that authorize the issuance of only one class of stock, which is voting, no par, common stock; and

(c) to cause the charter and by-laws of OTP to be amended or modified in such other respects as may be necessary and sufficient to conform to and to effectuate fully the terms and provisions of this Plan.

7. No Directors of the reorganized OTP shall be eligible for bonuses until such time as the Deferred Portion of the allowed Class 6 claims shall have been paid. Management of the reorganized OTP shall have the discretion to grant bonuses in amounts not to exceed \$500,000, in the aggregate, to other employees including the following officers: Robert Sharp; Bill Hauck; and Gale Inman.

ARTICLE VIII

Provisions for the Assumption or Rejection of Executory Contracts and Unexpired Leases

Debtor hereby assumes pursuant to sections 365 and 1123(b) of the Code the thirty-two (32) leases of nonresidential real property described in Exhibit A, attached hereto and incorporated herein by this reference, in addition to those unexpired leases which have been previously assumed with approval of the Court during the Chapter 11 case. Except as otherwise noted in Exhibit A, each lease

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identified therein is being assumed as modified by modifications previously agreed to by the landlord and OTP.

Debtor hereby rejects pursuant to sections 365 and 1123(b) of the Code the unexpired leases set forth in Exhibit B, attached hereto and incorporated herein by this reference, in addition to those unexpired leases which have been previously rejected with approval of the Court during the Chapter 11 case.

Debtor hereby assumes pursuant to sections 365 and 1123(b) of the Code the executory contracts set forth in Exhibit C, attached hereto and incorporated herein by this reference, in addition to those executory contracts which have been previously assumed with approval of the Court during the Chapter 11 case.

Debtor hereby rejects pursuant to sections 365 and 1123(b) of the Code the executory contracts set forth in Exhibit D, attached hereto and incorporated herein by this reference, in addition to those executory contracts which have been previously rejected with the approval of the Court during the Chapter 11 case.

All executory contracts and unexpired leases not heretofore assumed or rejected with the approval of the Court during this Chapter 11 case, and not set forth in Exhibit A, Exhibit B, Exhibit C or Exhibit D, are hereby rejected.

The identification of a document in Exhibit A, Exhibit B, Exhibit C or Exhibit D does not constitute an admission by the Debtor that the document is a valid, binding, enforceable, unavoidable or executory contract, or that the document is not an installment sales contract disguised as a lease, the Debtor hereby expressly reserving its rights with respect to all such issues, as well as its rights to object to any claim filed by any party to any document identified in Exhibit A, Exhibit B, Exhibit C or Exhibit D.

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ANY PARTY TO AN EXECUTORY CONTRACT THAT IS REJECTED HEREBY MUST FILE ANY PROOF OF CLAIM FOR DAMAGES ARISING UPON SAID REJECTION OR TERMINATION NO LATER THAN THE THIRTIETH (30TH) DAY AFTER THE EFFECTIVE DATE OF THE PLAN. The foregoing provision is not intended to extend the respective deadlines for filing lease rejection damages claims, as fixed by the order of February 3, 2010 (Docket No. 557), or the order of February 4, 2010 (Docket No. 573), as respects the landlords the rejection of whose leases of nonresidential real property were approved by said orders.

ARTICLE IX

Provisions for Modification of the Plan

The Debtor may propose amendments or modifications of this Plan at any time prior to Confirmation. After Confirmation, the Debtor may, with approval of the Court, and so long as it does not materially or adversely affect the interests of creditors, remedy any defect or omission, or reconcile any inconsistencies in the Plan, or in the order of confirmation, in such manner as may be necessary to carry out the purposes and intent of this Plan. The foregoing provisions of this Article IX do not limit the ability of any party to modify the Plan under 11 U.S.C § 1127 and applicable rules.

ARTICLE X

Closing of the Case

At such time as the Case has been fully administered, that is, when all administrative matters or issues requiring action or resolution by the Court have been completed or resolved, and the Plan has been Substantially Consummated, this Case shall be closed. To close the Case the Debtor shall file an

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application for final decree showing that the Case has been fully administered and that the Plan has been Substantially Consummated. After notice to all equity security holders, the official committee of unsecured creditors and their attorneys, the United States Trustee and all persons specially requesting notices, and an opportunity for a hearing, an order approving the application and closing the Case (final decree) may be entered. If the Debtor seeks to close the Case prior to payment of the Deferred Portion to Class 6, the application for a final decree and the resulting order will provide for tolling of the statute of limitations as to all claims and causes of action retained under the Plan.

In the period after Confirmation but before closing of the Case, the reorganized Debtor and, to the extent provided for herein, the Post-Confirmation Committee, may continue to utilize the services of professional persons whose employment was approved at or prior to Confirmation in completing administration of the Case and in the consummation and performance of the Plan, and, if necessary, with approval of the Court may employ additional professional persons to render services in or in connection with the Case. With respect to services rendered and expenses incurred in or in connection with the Case by any professional person during such period, the professional person may render periodic billings therefor to the Debtor which shall promptly pay the same, but each such payment shall be subject to review and approval by the Court as to the reasonableness thereof, as set forth hereinbelow. In its application for final decree, the Debtor shall detail all amounts paid during such period to professional persons as compensation for services rendered or reimbursement of expenses incurred, and with respect to which no prior allowance thereof has been made by the Court. At the hearing on the application for

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final decree the Court shall consider and determine whether or not such payments shall be approved as reasonable.

ARTICLE XI

Provisions for Continuing Jurisdiction of the Court

In addition to the continued jurisdiction after Confirmation which is provided for as a matter of law by the Bankruptcy Code and Bankruptcy Rules, the Court shall retain jurisdiction for the following purposes:

(1) Classification of any claim or interest, the determination of such objections as may be filed to claims, or interests, and the re-examination of the allowance of any claim or interest.

(2) Correction of any defect, the curing of any omission, or the reconciliation of any inconsistency in this Plan or the order of confirmation as may be necessary to carry out the purposes and intent of this Plan.

(3) Enforcement and interpretation of the terms and conditions of this Plan.

(4) Entry of any order, including injunctions, necessary to enforce the title, rights and powers of the Debtor and to impose such limitations and terms of such title, rights and powers as the Court may deem necessary.

(5) Determination of any claims asserted by the Debtor against any other person or entity, including but not limited to any right of the Debtor or Debtor-in-Possession to recover assets pursuant to the provisions of Title 11, if such claim is pursued in the Court prior to the closing of the Case.

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(6) Determination of all questions and disputes concerning the sale, lease, encumbrancing or other transfer of property of the Debtor, or the performance of the Plan.

(7) Entry of a final decree closing this Case.

Executed at Nashville, Tennessee, as of the date first above written.

Old Time Pottery, Inc.,
a Tennessee corporation

By: /s/ Scott Peterson
Scott Peterson
Its: President

GULLETT, SANFORD, ROBINSON
& MARTIN, PLLC

By: /s/ G. Rhea Bucy
G. Rhea Bucy/Thomas H. Forrester/Linda W. Knight
Attorneys for Debtor-in-Possession
P. O. Box 198888
Nashville, Tennessee, 37219-8888
(615) 244-4994
rbucy@gsrm.com; tforrester@gsrm.com; lknight@gsrm.com;
bke@gsrm.com

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EXHIBIT A**UNEXPIRED LEASES TO BE ASSUMED**

LANDLORD	STORE PREMISES	STATUS
Benderson Development Company, LLC 570 Delaware Ave. Buffalo, NY 14202	(Ft. Myers – Store No. 17) 4450 Fowler Street Ft. Myers, FL 33901	Lease to be assumed with no modifications
Brandon Crossings, LLC Attn: William S. Weisman, Managing Member 2385 Executive Center Drive, Suite 270 Boca Raton, FL 33431	(Tampa – Store No. 28) Brandon Crossings Shopping Center 10087 E. Adamo Drive, #50 Tampa, FL 33619	Amendment Fully Executed
BVB Properties, Inc. 4508 East Independence Blvd. Suite 207 Charlotte, NC 28205 Attn: Colette Brown	(Greensboro – Store No. 45) 3700 South Holden Road Greensboro, NC 27406	Amendment Fully Executed
C & A LTD. L.L.C. R. Mark Addy 11501 Northlake Drive Cincinnati, OH 45249-1669	(Melbourne – Store No. 41) Melbourne Village Plaza 1270 N. Wickham Road Melbourne, FL 32935	Lease to be assumed with no modifications
Century Plaza, LLC One Westbrook Corp Center Suite 520 Westchester, IL 60154 Attn: Richard F. Dube, President	(Merrillville – Store No. 40) Century Plaza Route 30 and Broadway Merrillville, IN	Amendment Fully Executed
Cobblewood Plaza Investors, LP Attn: Mike McCain 5700 Legacy Drive, Suite 10 Plano, TX 75024	(Forest Park – Store No. 20) 1191 Smiley Avenue Forest Park, OH 45240	Amendment Fully Executed
Cole OL IL, LLC 2555 East Camelback Road, Suite # 400 Phoenix, AZ 85016	(Fairview Heights – Store No. 36) 10785 Lincoln Trail Drive Fairview Heights, IL	Amendment Fully Executed

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Deerfield Myrtle Beach, LLC c/o Sodie, Inc. Attn: Steve Dickens/Jerry Dickens 8402-201 Six Forks Road Raleigh, NC 27615	(Surfside Beach – Store No. 39) 1870 North Kings Highway Surfside Beach, SC 29575	Lease to be assumed with no modifications
Eiffel Tower Investments, LLC Attn: Abbas L. Dato 740 Pickfair Terrace Lake Mary, FL 32746	(Casselberry – Store No. 23) 204 E. State Road 436 Casselberry, FL 32707	Lease to be assumed with no modifications
Frank Schilleci 8242 Mossy Oak Drive Montgomery, AL 36117	(Pelham – Store No. 29) 3001 Highway 31 Pelham, AL	Amendment Fully Executed
Gateway Adams, Inc. P.O. Box 57005 Newark, NJ 07101 <u>Overnight:</u> North Fork Bank Attn: Lockbox 57005 Emmes Asset Mgmt. 9025 Main Road Mattituck, NY 11952	(Florissant - Store No. 24) Grandview Shopping Center 42 Dunn Road Florissant, MO	Amendment Fully Executed
Gateway Arthur, Inc. P.O. Box 57005 Newark, NJ 07101 Legal Notices for Landlord: Emmes Realty Services, LLC Attn: Legal Dept 420 Lexington Ave., Ste 900 New York, NY 10170	(Indianapolis - Store No. 26) 8811 Hardegan Street Greenwood, IN	Amendment Fully Executed
Gulf Hauling and Construction, Inc. Attn: Lamar Harrison Corner of Cottage Hill & Leroy Stevens Road 8081 Cottage Hill Road P. O. Box 69 Wilmer, AL 36587	(Mobile – Store No. 6) Skyline Plaza Shopping Center 4001 Government Boulevard Mobile, AL	Amendment Fully Executed

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Isabel Feldman Ramco-Gershenson 31500 Northwestern Hwy, # 300 Farmington Hills, MI 48334	(Tamarac – Store No. 14) 4021 W. Commercial Boulevard Tamarac, FL 33319	Amendment Fully Executed
Jaygee Associates, LP 6735 Telegraph Rd., Suite 110 Bloomfield Hills, MI 48301	(Florence – Store No. 19) Builders Square Store # 1339 828 Heights Blvd. Florence, KY	Lease to be assumed with no modifications
K & H Hawthorne, LLC c/o Grubbs & Ellis (The Winbury Group) c/o Winbury Realty of KC, Inc. 46459 Roadrunner Road Fremont, CA 94539	(Kansas City – Store No. 27) U. S. Highway 40 & Noland Road Kansas City, MO	Amendment Fully Executed
KIMCO Realty Corp. 3333 New Hyde Park Rd., Ste 100 P. O. Box 5020 New Hyde Park, NY 11042-0020	(Madison – Store No. 5) 111 Gallatin Pike North Madison, TN 37115	Amendment Fully Executed
KIMCO Realty Corp. 3333 New Hyde Park Rd, Suite 100 P. O. Box 5020 New Hyde Park, NY 11042-0020	(Orlando – Store No. 21) 937 Sand Lake Road Orlando, FL	Lease to be assumed with no modifications
Lakeland Station Holding, LLC c/o Gilad Development, Inc. Attn: Yehuda Netanel 5959 Topanga Canyon Blvd., Suite 285 Woodland Hills, CA 91367 Copy Notices to: Jones Waldo Holbrook and McDonough PC 301 North 200 East, Suite 3-A St. George, Utah 84770 Attn: Timothy B. Anderson, Esq.	(Lakeland – Store No. 2) Belz Outlet Mall 3536 Canada Road Lakeland, TN 38002	Amendment Fully Executed

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Lowe's Home Centers, Inc. Attn: Property Mgmt. Dept. 1605 Curtis Bridge Rd. Wilkesboro, NC 28697 P. O. Box 1111 North Wilkesboro, NC 28656	(Charlotte – Store No. 32) 2500 Sardis Rd North Charlotte, NC	Lease to be assumed with no modifications
Market Place Shopping Center d/b/a Verdae Properties, LLC 111 Williams Street P. O. Box 2287 Greenville, SC 29602	(Greenville – Store No. 31) 2425 Laurens Road Greenville, SC	Amendment Fully Executed
Marketplace of Rockford, LLC Sidcor Real Estate Attn: Dale Dobroth 950 North Western Avenue, Suite # 2 Lake Forest, IL 60045-1734	(Rockford – Store No. 38) 5880 East State Street Rockford, IL 61108	Amendment Fully Executed
MC-NC, LLC c/o Walpert Properties 11457 Olde Cabin Road, 2nd Floor, Ste 200 St. Louis, MO 63141	(Columbus – Store No. 11) 2200 Morse Road Columbus, OH	Amendment Fully Executed
Orlando Punit, LLC c/o Trycon Management and Leasing Inc. Attn: Mary Miller 1431 Orange Camp Road, Ste 116 Deland, FL 32724 P. O. Box 953544 Lake Mary, FL 32795-3544	(Ocoee – Store No. 33) 11029 W. Colonial Drive Ocoee, FL 34761	Amendment Fully Executed
OTP Associates Gulf Shores, LP P. O. Box 1838 Murfreesboro, TN 37133-1838 Phone: (615) 890-2100 Attn: Jack H. Peterson or Sallie Peterson	(Gulf Shores – Store No. 8) 7976 State Highway 59 Foley, AL 36535	Amendment Fully Executed
OTP Associates, LP P. O. Box 1838 Murfreesboro, TN 37133-1838 Phone: (615) 890-2100 Attn: Sallie Peterson	(Murfreesboro – Store No. 1) 480 River Rock Boulevard Murfreesboro, TN 37128	Amendment Fully Executed

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Parma Heights Land Development, LLC c/o McGill Property Group Attn: Matt McGill (Owner) Attn: John McGill (Pres) 125 W. Indiantown Rd, Ste #102 Jupiter, FL 33458	(Parma Heights – Store No. 12) 7011 West 130 th Street Parma Heights, OH 44130	Amendment Fully Executed
PDC Holdings, LLC c/o General Growth Properties, Inc. 110 North Wacker Drive Chicago, IL 60606	(Clarksville – Store No. 44) River Falls Mall 951 East Lewis & Clark Parkway Clarksville, IN 47129	Lease to be assumed with no modifications
Shanri Holdings Corporation c/o The Pelican Group Attn: Dana Nelson Rent Address: P. O. Box 160403 Mobile, AL 36616 Physical Address: 917 Western America Circle, Suite 503 Mobile, AL 36609-4110	(Destin – Store No. 25) 761 Highway 98 East Destin, FL 32541	Amendment Fully Executed
Stebri Enterprises, Inc. Attn: Mark G. Blumenthal, President P. O. Box 720655 Atlanta, GA 30358	(Marietta – Store No. 7) Blackwell Plaza Shopping Center 2949 Canton Road Marietta, GA	Amendment Fully Executed
VISHAL, INC. Attn: Shiv Aggarwal 5675 Jimmy Carter Blvd., Suite 505 Norcross, GA 30071	(Huntsville – Store No. 43) 9076 Madison Boulevard Madison, AL 35758	Amendment Fully Executed
ZP No. 73, LLC Attn: Jeffrey Zimmer 111 Princess Street Wilmington, NC 28402	(Wilmington – Store No. 37) 4302 Shipyard Blvd Wilmington, NC 28403	Lease to be assumed with no modifications

EXHIBIT B

UNEXPIRED LEASES TO BE REJECTED

None¹

¹ The Debtor has previously rejected, pursuant to 11 U.S.C. § 365, five (5) unexpired leases of nonresidential real property (premises located in Memphis, Tennessee; Duluth, Georgia; Douglasville, Georgia; Broken Arrow, Oklahoma; and Dayton, Ohio). The rejection of these five (5) leases has been approved by the Court by Orders entered February 3, 2010 (Docket No. 557), and February 4, 2010 (Docket No. 573).

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EXECUTORY CONTRACTS TO BE ASSUMED

A. Software, data and card processing agreements:

<u>Contract Company</u>	<u>Description</u>
Fifth Third Processing Solutions 38 Fountain Square Plaza Cincinnati, OH 45263	Merchant credit card processing agreement.
Shift 4 1491 Center Crossing Road Las Vegas, NV 89144	Gateway service between our point of sale software and the credit card processor to provide for authorization and settlement of transactions.
Newbold Corporation 450 Weaver Street Rocky Mount, VA 24151	Maintenance agreement for point of sale equipment
Genesys Group 256 Seaboard Lane, Suite B101 Franklin, TN 37067	Maintenance agreement for Service suite software.
Nuvox P.O. Box 580451 Charlotte, NC 28258	Telephone & data network service
JDA Software 14400 N. 87Th Street Scottsdale, AZ 85260-3649	Software Maintenance Beginning August, 02 Maintenance Term Five Years then Annual

B. Insurance related agreements:

<u>Contract Company</u>	<u>Description</u>
Companion Life Insurance PO Box 20574 Indianapolis IN 46220	Limited Hourly Health Insurance Plan Beginning August 1, 2009 annual All Hourly Employees Unemployment Cost Control
Thomas & Thorngren Inc One Vantage Way, Suite A105 Nashville TN 37228	Beginning February, 08 Thirty Day Notice to cancel

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Cigna HealthCare
1111 Market Street
Chattanooga, TN 37402

Major Medical Health Plan for Salaried
Beginning August 1, 2009 annual
All Salaried Employees

Walton Management Service
3321 Doris Avenue
Ocean, NJ 07712

Work Opportunity Tax Credit
Beginning October, 07 Three Year Contract

Hartford Life
810 Crescent Centre Drive Suite 120
Franklin, TN 37067

Voluntary Long Term Disability
Beginning June, 08 Annual Renewal
All salaried employees

C. **Shipping agreements:**

Contract Company

Description

Cocso Container Lines Americas Inc
100 Lighting Way
Sacausus, NJ 07094

Shipping Merchandise
Beginning May, 09 Ends April 30, 10

Evergreen Line
100 Galleria Parkway NW Suite 10220
Atlanta, GA 30339

Shipping Merchandise
Beginning July 09 annual basis

D. **HVAC maintenance agreements:**

Contract Company

Description

Deem Mechanical and Electrical Company
6831 East 32nd Street Suite 200
Indianapolis, IN 46226

HVAC Maintenance

February 07, Annual

Forest Park, Ohio Store

Florence, KY Store

Parma Heights, OH Store

Columbus, OH Store

Murfreesboro, TN Store

Madison, TN Store

March, 08

Merrillville, IN Store

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April, 08

Greensboro, NC Store
Clarksville, IN Store
Marietta, GA Store

May 11, 09 Annual

Melbourne, FL Store
Ocoee, FL Store
Greenville, SC Store
Tampa, FL Store

Butcher and Lawson Air Conditioning
6998 Cold Springs Lane
Millington, TN 38053

HVAC Maintenance
Beginning October, 06 30 day notice to cancel
Lakeland Store #2 Location

Comfort Zone Heating and Cooling
1108 22nd Street
Rockford, IL 61108

HVAC Maintenance
Beginning October 05/30 day notice to cancel
Rockford, IL Store # 38 Location

Tidewater Heating and Air Inc
150 Southern Blvd
Wilmington, NC 28406

HVAC Maintenance
Beginning March, 09 Annual
Wilmington, NC Store #37

Prost Heating and Cooling
PO Box 794
Collinsville, IL 62234

HVAC Maintenance
Beginning June, 09 Annual
Fairview Heights, IL Store # 36

United Heating and Cooling
301 Duck Road
Grandview MO 64030

HVAC Maintenance
Beginning 30 days notice to cancel
Kansas City, MO Store # 27

Hardy Services
3801 2nd Avenue South
Birmingham, AL 35222-1806

HVAC Maintenance
Beginning April, 04 Annual Agreement
Pelham, AL Store # 29

ASM - Sanders, Inc
241 Production Avenue
Madison, AL 35785

HVAC Maintenance
Beginning August, 06 Annual Agreement
Huntsville, AL Store # 43

Four Seasons
35 Tupelo Ave SE
Fort Walton Beach, FL 32548

HVAC Maintenance
Beginning October, 03 30 day notice to cancel
Destin, Fl Store 25 Location

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Coleman Heating and Sheet Metal
PO Box 3012
Bridgeton, MO 63044

Titan Mechanical Inc
144 Baywood Ave
Longwood, FL 32750

J & M Heating and Cooling
5171 Trott Circle
Northport, FL 34287

HVAC Maintenance
January 1, 09 - December 31, 09
Florissant, MO Store # 24

HVAC Maintenance
Beginning June 04 - 30 Day Notice to cancel
Casselberry, FL Store # 23

HVAC Maintenance
Beginning February, 07 Annual Agreement
Fort Myers, FL Store # 17

E. Pest control agreements:

Contract Company

Description

Orkin
4632 Groves Road
Columbus, OH 43232

Pest Control
Store Space Leased at
Columbus # 11
2200 Morse Road
Columbus, OH 43229

Orkin
2100 Andrea Ln Se
Ft. Myers, FL 33912

Pest Control
Store Space Leased at
4450 Fowler Street
Fort Myers, FL 33901

Orkin – Acurid
7046 Fairfield Business Drive
Fairfield, OH 45014

Pest Control
Store Space Leased at
Florence # 19
828 Heights Blvd
Florence, KY 41042

Orkin – Acurid
7046 Fairfield Business Drive
Fairfield, OH 45014

Pest Control
Store Space Leased at
Forest Park # 20
1191 Smiley Avenue
Forest Park, OH 45240

Orkin
704 WSR 436
Alt. Springs, FL 32714

Pest Control
Store Space Leased at
Casselberry # 23
204 East State Road 436
Casselberry, FL 32707

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Orkin
2530 North Bolton Avenue
Indianapolis, IN 46218

Pest Control
Store Space Leased at
Indianapolis # 26
8811 Hardegan Street
Indianapolis, IN 46227

Terminix
10623 Rene
Lenexa, KS 66215

Pest Control
Store Space Leased at
Kansas City # 27
14221 East US HWY 40, No 8
Kansas City, MO 64136

Terminix
1840 Redman Pkwy
Plant City, FL 33566

Pest Control
Store Space Leased at
Tampa # 28
10087 East Adamo Drive No 50
Tampa, FL 33619

Terminix
104 Hilltop Business Drive
Pelham, AL 35124

Pest Control
Store Space Leased at
Pelham # 29
3001 Pelham Parkway
Pelham, AL 35124

Hometeam
6037 Ponders Ct
Greenville, SC 29615

Pest Control
Store Space Leased at
Greenville # 31
2425 Laurens Road
Greenville, SC 29607

Terminix
6116 Indian Trail-Fairview Road
Indian Trail, NC 28079

Pest Control
Store Space Leased at
Charlotte # 32
2500 Sardis Road North
Charlotte, NC 28227

Orkin
704 WSR 436
Alt. Springs, FL 32714

Pest Control
Store Space Leased at
Ocoee # 33
11029 W Colonial Drive
Ocoee, FL 34761

Orkin
15 Gateway Drive
Collinsville, IL 62234

Pest Control
Store Space Leased at
Fairview Heights # 36
10785 Lincoln Trail Dr
Fairview Heights, IL 62208

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The Bug Lady Pest Control
7421 N Alpine Road
Loves Park, IL 61111

Pest Control
Store Space Leased at
Rockford # 38
5880 E State Street
Rockford, IL 61108

Terminix
P.O. Box 1345
Myrtle Beach, SC 29578

Pest Control
Store Space Leased at
Surfside Beach # 39
1870 N. Kings Highway
Surfside Beach, SC 29575

Orkin
2170 Piedmont Road
Atlanta, GA 30324

Pest Control
Store Space Leased at
Merrillville # 40
8225 Broadway
Merrillville, IN 46410

Orkin
2170 Piedmont Road
Atlanta, GA 30324

Pest Control
Store Space Leased at
Melbourne # 41
1270 N Wickham Road
Melbourne, FL 32935

F. Recycling contracts:

Contract Company

Description

The Newark Group
1750 9th Street Bldg 44
Mobile, AL

Baler Recycle
Store Space Leased at
Mobile # 6
4001 Government Blvd
Mobile, AL 36693

The Newark Group
3201 Springhill Road
Tallahassee, FL 32305

Baler Recycle
Store Space Leased at
Marietta # 7
2949 Canton Road
Marietta, GA 30066

Smurfit Stone
510 Division Street
Kansas City, KS 66103

Baler Recycle
Store Space Leased at
Kansas City # 27
14221 East US HWY 40, No 8
Kansas City, MO 64136

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The Newark Group
1750 9th Street Bldg 44
Mobile, AL

Baler Recycle
Store Space Leased at
Tampa # 28
10087 East Adamo Drive No 50
Tampa, FL 33619

The Newark Group
3201 Springhill Road
Tallahassee, FL 32305

Baler Recycle
Store Space Leased at
Pelham # 29
3001 Pelham Parkway
Pelham, AL 35124

The Newark Group
1750 9th Street Bldg 44
Mobile, AL

Baler Recycle
Store Space Leased at
Greenville # 31
2425 Laurens Road
Greenville, SC 29607

The Newark Group
1750 9th Street Bldg 44
Mobile, AL

Baler Recycle
Store Space Leased at
Charlotte # 32
2500 Sardis Road North
Charlotte, NC 28227

The Newark Group
2401 E River Rd
Moraine, OH 45439

Baler Recycle
Store Space Leased at
Fairview Heights # 36
10785 Lincoln Trail Dr
Fairview Heights, IL 62208

Sonoco
1 North Second St
Hartsville, SC 29550

Baler Recycle
Store Space Leased at
Wilmington # 37
4302 Shipyard Blvd
Wilmington, NC 28403

The Newark Group
2401 E River Rd
Moraine, OH 45439

Baler Recycle
Store Space Leased at
Rockford # 38
5880 E State Street
Rockford, IL 61108

Sonoco
1 North Second St
Hartsville, SC 29550

Baler Recycle
Store Space Leased at
Surfside Beach # 39
1870 N. Kings Highway
Surfside Beach, SC 29575

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Commercial Waste Systems
PO Box 435
Crown Point, IN 46308

Baler Recycle
Store Space Leased at
Merrillville # 40
8225 Broadway
Merrillville, IN 46410

The Newark Group
3201 Springhill Road
Tallahassee, FL 32305

Baler Recycle
Store Space Leased at
Melbourne # 41
1270 N Wickham Road
Melbourne, FL 32935

Kendrick Environmental
PO Box 400
Tallahassee, FL 32305

Baler Recycle
Store Space Leased at
Huntsville # 43
9076 Madison Blvd
Madison, AL 35758

Smurfit Stone
8182 Maryland Avenue
Clayton, MO 63105

Baler Recycle
Store Space Leased at
Clarksville # 44
951 East Lewis & Clark Parkway
Clarksville, IN 47129

Sonoco
1 North Second St
Hartsville, SC 29550

Baler Recycle
Store Space Leased at
Greensboro # 45
3740 S Holden Road
Greensboro, NC 27406

G. Waste disposal:

Contract Company

Description

Waste Management-TN
1428 Antioch Pike
Antioch, TN 37013

Waste Management
Store Space Leased at
Madison # 5
111 Gallatin Pike North
Madison, TN 37115

Waste Management - TN
1006 Walnut Street
Canal Winchester, OH 43110

Waste Management
Store Space Leased at
Columbus # 11
2200 Morse Road
Columbus, OH 43229

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Waste Management
3831 NW 21st Avenue
Pompano Beach, FL 33073

Gulf Disposal Inc
PO Box 6985
Ft. Myers, FL 33911

Waste Management of Florida
P.O. Box 105453
Atlanta, GA 30348

Ray's Trash Service
Drawer 1
Clayton, IN 46118

Waste Management of Florida
3411 N 40th St
Tampa, FL 36605

WCA Shiloh Landfill
40 Estes Plant Road
Piedmont, SC 29673

Onyx Waste Services
1964 S. Orange Momosa Tr
Apopka, FL 32705

Waste Management of IL
P.O. Box 9001054
Louisville, KY 40290

Waste Management
Store Space Leased at
Tamarac # 14
4021 W Commercial Blvd
Tamarac, FL33319

Waste Management
Store Space Leased at
Fort Myers # 17
4450 Fowler Street
Fort Myers, FL 33901

Waste Management
Store Space Leased at
Casselberry # 23
204 East State Road 436
Casselberry, FL 32707

Waste Management
Store Space Leased at
Indianapolis # 26
8811 Hardegan Street
Indianapolis, IN 46227

Store Space Leased at
Tampa # 28
10087 East Adamo Drive No 50
Tampa, FL 33619

Waste Management
Store Space Leased at
Greenville # 31
2425 Laurens Road
Greenville, SC 29607

Waste Management
Store Space Leased at
Ocoee # 33
11029 W Colonial Drive
Ocoee, FL 34761

Waste Management
Store Space Leased at
Fairview Heights # 36
10785 Lincoln Trail Dr
Fairview Heights, IL 62208

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Waste Management of Rockford
P.O. Box 9001054
Louisville, KY 40290

Waste Management
Store Space Leased at
Rockford # 38
5880 E State Street
Rockford, IL 61108

Waste Management of Carolinas
P.O. Box 105453
Atlanta, GA 30348

Waste Management
Store Space Leased at
Surfside Beach # 39
1870 N. Kings Highway
Surfside Beach, SC 29575

Waste Management
P.O. Box 105453
Atlanta, GA 30348

Waste Management
Store Space Leased at
Melbourne # 41
1270 N Wickham Road
Melbourne, FL 32935

Allied Waste
4704 Commercial Drive
Huntsville, AL 35816

Waste Management
Store Space Leased at
Huntsville # 43
9076 Madison Blvd
Madison, AL 35758

City of Ft. Myers
P.O. Box 340
North Ft. Myers, FL 33903

Trash Service

Deffenbaugh Disposal Service
P.O. Box 3249
Shawnee, KS 66203

Trash Service

Eco-Tech
P.O. Box 36557
Louisville, KY 40233

Trash Service

Republic Waste Service
P.O. Box 9001824
Louisville, KY 40290

Trash Service

Republic Waste Service
5920 Corvette Street
Los Angeles, CA 90040

Trash Service

Superior Waste Service
P.O. Box 10625
Wilmington, NC 28404

Trash Service

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H. Copy/Fax maintenance:

Contract Company

Description

American Photocopy
1719 Bartlett Road
Memphis, TN 38134

Copier maintenance contract entered 6/1998.
This is an annual contract that will renew
automatically unless written notification is sent
30 days prior to the expiration date. Expiration
date is listed as April 20 of each year.

Digitec
3522 Central Pike
Suite 211
Hermitage, TN 37076

Copier maintenance contract entered 10/05.

Docuteam, Inc.
1000 Northfield Court
Roswell, GA 30076

Copier maintenance contract entered 6/1/00.
Renews monthly, unless 30 days written notice is
given.

Berney Office Solutions
P O Box 210699
Montgomery, AL 36121-0699

Copier maintenance contract entered 6/1/00.
Maintenance is renewed quarterly.

Gordon Flesch Company, Inc.
2030 Dividend Drive
Columbus, OH 43228-3880

Copier maintenance contract entered 11/1/08.
Maintenance contract will expired on 10/31/09.

IKON
P O Box 2099
North Canton, OH 44720

Copier maintenance contract entered 8/96.
Renews monthly.

Ikon Office Solutions
1401 North West 136th Avenue
Sunrise, FL 33325

Copier maintenance contract entered 9/98.
Renews monthly.

AXSA
4673 Oak Fair Boulevard
Tampa, FL 33610

Copier maintenance contract entered 12/07.
Renews quarterly.

ABS
10855 Medallion Drive
Cincinnati, OH 45241

Copier maintenance contract entered 10/05.
Renews monthly.

EXHIBIT A

AXSA
7800 Southland Boulevard, Suite 100
Orlando, FL 32809

Copier maintenance contract entered 5/04.
Renews quarterly.

GFI Digital
1837 Borman Circle Drive
St. Louis, MO 63146

Copier maintenance contract entered 3/03.
Renews quarterly.

Copy Products Company
110 Chicago Avenue, SE
Fort Walton Beach, FL, 32548

Copier maintenance contract entered 8/03.
Renews quarterly.

Indy Office Solutions
8904 Bash Street, Suite K
Indianapolis, IN 46256

Copier maintenance contract entered 5/03.
Renews quarterly.

Datamax
11316 West 80th Street
Lenexa, KS 66214

Copier maintenance contract entered 8/03.
Renews quarterly.

AXSA
4673 Oak Fair Boulevard
Tampa, FL 33610

Copier maintenance contract entered 9/03.
Renews quarterly.

The Stewart Organization
4000 Colonnade Parkway
Birmingham, AL 35243

Copier maintenance contract entered 12/03.
Renews quarterly.

G-Five
297 Garlington Road, Suite H
Greenville, SC 29615

Copier maintenance contract entered 8/04.
Renews quarterly.

Sharp Business Systems
(Formerly Copy Data)
4404-A Stuart Andrew Boulevard
Charlotte, NC 28217

Copier maintenance contract entered 9/04.
Renews quarterly.

AXSA
7800 Southland Boulevard, Suite 100
Orlando, FL 32809

Copier maintenance contract entered 11/04.
Renews quarterly.

Watts Copy Systems, Inc.
2860 Stanton Avenue
Springfield, IL 62703

Copier maintenance contract entered 8/05.
Expired 8/22/09.

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COECO Office Systems
2467 South 17th Street
Wilmington, NC 28401

Copier maintenance contract entered 7/05.
Renews quarterly.

Des Plaines Office Equipment Co.
1020 Bonaventure Drive
Elk Grove Village, IL 60007

Copier maintenance contract entered 9/6/08.
Expired 9/5/09.

Digital Solutions
1258 Third Avenue
Myrtle Beach, SC 29577

Copier maintenance contract entered 2/06.
Renews quarterly.

Kramer & Leonard, Inc.
312 Roberts Road
Chesterton, IN 46304-1570

Copier maintenance contract entered 8/06.
Renews quarterly.

Atlantic Business System
5131 Industry Drive, Suite 101
Melbourne, FL 32940

Copier maintenance contract entered 6/06.
Renews quarterly.

Namos
303 Production Avenue
Madison, AL 35757

Copier maintenance contract entered 1/09.
Contract will expire on 12/31/09.

XBE, Inc.
2119 Frankfort Avenue
Louisville, KY 40206

Copier maintenance contract entered 6/06.
Renews monthly.

MTR
2340 Southgate Boulevard
Murfreesboro, TN 37128

Panafax UF-890 Maintenance contract entered
4/03. Renewed annually.

Panafax UF-560 Maintenance contract entered
10/98.
Renewed annually.

AR-M277
Maintenance contract on copier entered 4/04.
Renewed quarterly.

AR-M277
Maintenance contract on copier entered 9/04.
Renewed quarterly.

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C550

Maintenance contract on copier entered 2/29/08.
Renewed quarterly.

AR-287

Maintenance contract on copier entered 12/31/08.
Renewed quarterly.

Di-650

Maintenance contract on copier entered 12/31/08.
Renewed quarterly.

Panafax DX-2000

Maintenance contract entered on 4/2/03.
Renewed annually.

I. Security contracts:

Contract Company

Description

Security Services of Murfreesboro
410 North Front Street
Murfreesboro TN 37130

Burglary and Fire Monitoring Cost.
Beginning April, 03 on a month to month.
Distribution Center located at 488 River Rock
Blvd. Murfreesboro TN.

Security Services of Murfreesboro
410 North Front Street
Murfreesboro TN 37130

Burglary and Fire Monitoring Cost.
Beginning January, 01 on a month to month.
Murfreesboro Store located at 480 River Rock
Blvd Murfreesboro TN.

Resource Solutions Inc
PO Box 382156
Germantown TN 38183-2156

Burglary and Fire Monitoring Cost.
Beginning September, 02 on a month to month.
Lakeland Store located at 3536 Canada Road
Lakeland TN 38002.

Security Services of Murfreesboro
410 North Front Street
Murfreesboro TN 37130

Burglary and Fire Monitoring Cost.
Beginning June, 05 month to month.
Madison Store located at 111 Gallatin Road
Madison TN 37115.

ADT Security Services Inc
1400 Montilmar D Suite B
Mobile AL 36609

Burglary and Fire Monitoring Cost.
Beginning July, 09 on a five year lease.
Mobile Store located at 4001 Government Blvd
Mobile AL 36693.

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Alarm Co
PO Box 666353
Marietta GA 30066

Burglary and Fire Monitoring Cost.
Beginning May, 94 on a month to month.
Marietta Store located at 2949 Canton Hwy
Marietta, GA 30066.

ADT Security Services Inc
1400 Montilmar D Suite B
Mobile AL 36609

Burglary and Fire Monitoring Cost.
Beginning July, 09 on a five year lease.
Gulf Shores located at 7976 Hwy 59 S
Foley, AL 36535.

ADT Security Services Inc
PO Box 371967
Pittsburgh, PA 15250-7967

Burglary and Fire Monitoring Cost.
Beginning July, 09 on a five year lease.
Columbus Store located at 2200 Morse Road
Columbus, OH 43229.

All Secure Security Systems
9741 Sunrise Blvd Suite M-16
North Royalton, OH 44133

Burglary and Fire Monitoring Cost.
Beginning August, 99 on a month to month.
Parma Heights Store located at 7011 West 130th
Street, Parma Heights OH 44130.

Advanced Alarm Systems
1253 Okeechobee Road Suite B
West Palm Beach, FL 33401

Burglary and Fire Monitoring Cost.
Beginning July, 98 on a annual agreement.
Tamarac Store located at 4021 West Commercial
Blvd., Tamarac FL 33309.

Central Station Signal Inc
4014 Lee Blvd
Leehigh Acres, FL 33971

ADT Security Services
9100 Market Place
Cleveland, OH 44147

Burglary and Fire Monitoring Cost.
Beginning July, 09 on a five year lease.
Florence Store located at 828 Heights Blvd
Florence, KY 41042.

ADT Security Services
9100 Market Place
Cleveland, OH 44147

Burglary and Fire Monitoring Cost.
Beginning July, 09 on a five year lease.
Forest Park Store located at 1191 Smiley Avenue
Forest Park, OH 45240.

Wayne
222 Capitol Court
Ocoee, FL 34761

Burglary and Fire Monitoring Cost.
Beginning November, 02 on a month to month.
Casselberry Store located at 205 Semoran Blvd
Casselberry, FL 32707.

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Interface
1475 Fairgrounds Road
St Charles, MO 63301

Burglary and Fire Monitoring Cost.
Beginning November, 02 on a month to month.
Florissant Store located at 42 Grandview Plaza
Florissant, MO 63033.

Protection One
37 Tupelo Avenue
Fort Walton Beach FL 32548

Burglary and Fire Monitoring Cost.
Beginning August, 03 on a month to month.
Destin Store located at 761 Highway 98 East
Destin, FL 32541.

Nelson Alarm Company
2602 East 55th Street
Indianapolis, IN 46220

Burglary and Fire Monitoring Cost.
Beginning April, 03 on a month to month.
Indianapolis Store located at 8811 Hardegan
Street
Indianapolis, IN 46227

Advanced Security Alarm Protection
PO Box 10003
Olathe, KS 66051-1303

Commercial Fire and Communications Inc
PO Box 1350
Largo, FL 33779-1350

Burglary and Fire Monitoring Cost.
Beginning August, 03 on an annual contract.
Tampa Store located at 10087 Adamo Drive
Tampa, FL 33619

ADS Security Systems
120 Oxmoor Blvd Suite H
Birmingham, AL 35209

Burglary and Fire Monitoring Cost.
Beginning November, 03 on a month to month.
Pelham Store located at 3001 Pelham Parkway
Pelham, AL 35124

Southern Burglar and Fire Alarm Company Inc
PO Box 667
Belton, SC 29627

Burglary and Fire Monitoring Cost.
Beginning July, 04 on a month to month.
Greenville Store located at 2425 Laurens Road
Greenville, SC 29607

Sonitrol Security Services
815 Wood Ridge Center Drive
Charlotte, NC 28217-1986

Burglary and Fire Monitoring Cost.
Beginning August, 04 on a month to month.
Charlotte Store located at 2500 Sardis Road
North
Charlotte, NC 28227

Wayne Automatic Fire Sprinklers Inc
222 Capitol Court
Ocoee, FL 34761

Burglary and Fire Monitoring Cost.
Beginning December, 04 on a month to month.
Ocoee Store located at 11029 West Colonial
Drive
Ocoee, FL 34761.

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George Alarm Company Inc
2110 Troy Road Suite I
Edwardsville, IL 62025

Burglary and Fire Monitoring Cost.
Beginning July, 05 on an annual contract.
Fairview Heights Store located at 10785 Lincoln
Trail Drive
Fairview Heights, IL 62208

Hooks Burglar and Fire Alarm Company Inc
311 Judges Road Building #3 Unit E
Wilmington NC 28405

Burglary and Fire Monitoring Cost.
November, 05 on a five year lease.
Wilmington Store located at 4302 Shipyard Blvd
Wilmington, NC 28403

Security Alarm
3022 Wallin Avenue
Rockford, IL 61101-3448

Burglary and Fire Monitoring Cost
Beginning August, 05 on a three year lease
Rockford Store located at 5880 E State Street
Rockford, IL 61108

Security Vision
683 Robert Grissom Parkway
Myrtle Beach, SC 29577

Burglary and Fire Monitoring Cost.
Beginning February, 06 on a three year lease.
Surfside Beach Store located at 1870 N Kings
Highway Surfside Beach, SC 29575

Sentinel Alarm
2515 E Michigan Blvd
Michigan City, IN 46360

Burglary and Fire Monitoring Cost.
Beginning August, 06 on a month to month.
Merrillville Store located at 8225 Broadway
Merrillville, IN 46410

Detect Alert Inc
18 W Fee Avenue
Melbourne, FL 32901

Burglary and Fire Monitoring Cost.
Beginning June 06 with a three year lease.
Melbourne Store located at 1270 N Wickham
Road
Melbourne, FL 32935.

International Fire Protection Inc
243 Royal Drive
Madison, AL 35958

Burglary and Fire Monitoring Cost.
Beginning September, 06 on a month to month.
Huntsville Store located at 9076 Madison Blvd
Madison AL 35758.

Emergency Monitoring Services, LLC
1210 Vim Drive
Louisville, KY 40213

Vector Security Inc
10642 Wakeman Court
Manassas, VA 20110

Burglary and Fire Monitoring Cost.
Beginning April, 08 on a three year lease.
Greensboro Store located at 3740 S Holden Road
Greensboro, NC 27406.

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J. Billboard advertising contracts:

<u>Contract Company</u>	<u>Description</u>
Lamar PO Box 70157 Nashville, TN 37207	Billboard Panel lease located @ N/S 1-24 .8 miles W/O SR96 Exit 78 FW BTM Contract # 1114542 Expires 9/19/10
Lamar PO Box 70157 Nashville, TN 37207	Billboard Panel lease located @ S/S I-24 2.6 miles E of Exit 70 F/W Contract # 1068767 Expires 5/31/10
Lamar PO Box 70157 Nashville, TN 37207	Digital Billboard 1804 Old Fort Parkway FE Contract # 1084056 Expires 4/14/10
Anderson Outdoor Management, Inc 12116 C.R. 252 McAlpin, FL 32062	Billboard Panel lease located @ 2.4 Milew West of US 231, I-24 E/S Right hand read Expires 3/31/10
Anderson Outdoor Management, Inc 12116 C.R. 252 McAlpin, FL 32062	Billboard Panel lease located @ W/B traffic 714 N Main Street/Old Fort Parkway & Kings Hwy Expires 11/02/09
McIntyre Outdoor Advertising 103 Gillette Drive Franklin, TN 37069	Billboard Panel lease located @ I-24 E/O Sam Ridley Parkway, #4 RR BTM Expires 5/13/10
CBS Outdoor 1431 Popular Lane Nashville, TN 37210	Billboard Panel lease located @ N/S 1-40 6.4 E Airline Rd F/E Contract # 0627081 Expires 10/19/10
CBS Outdoor 1431 Popular Lane Nashville, TN 37210	Billboard Panel lease located @ SS1-40 @ 1240 F/W Contract # 0627084 Expires 10/24/10
Lamar 3009 W Industrial Pkwy Knoxville, TN 37921	Billboard Panel lease located @ Dollywood Lane W/O Entrance W/S F/N Contract # 037 337126 Expires 11/24/09
Lamar 3009 W Industrial Pkwy Knoxville, TN 37921	Billboard Panel lease located @ TN 66 400' S/O Allensville Road ES FN OR-TRI Contract # 037 337192 Expires 12/24/09

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Lamar
3009 W Industrial Pkwy
Knoxville, TN 37921

Billboard Panel lease located @
TN 66 S/O N Douglas Dam Road, WS FN OR
TRI
Contract # 037 337193 Expires 12/24/09

Lamar
3009 W Industrial Pkwy
Knoxville, TN 37921

Billboard Panel lease located @
1-40 E .2 mi E/S Strawplains Pike SS FW
Contract # 037 337356 Expires 12/24/09

B & C Signs
PO Box 23160
Knoxville, TN 37933

Billboard Panel lease located @
Hwy 88 Top of hill near Flea Traders Paradise
Expires 01/31/10

Premier Media
PO Box 52327
Knoxville, TN 37950

Billboard Panel lease located @
Waldon's Landing -US 441 N/O Wears Valley Rd
Facing S - Expires 10/24/09

Premier Media
PO Box 52327
Knoxville, TN 37950

Billboard Panel lease located @
Waldon's Landing -US 441 N/O Wears Valley Rd
Facing N - Expires 10/24/09

CBS Outdoor
1431 Popular Lane
Nashville, TN 37210

Billboard Panel lease located @
1-65 3900ft S/O Jct 31 W/S F/N
Contract # 0537363 Expires 1/31/10

Lamar
PO Box 70157
Nashville, TN 37207

Billboard Panel lease located @
W/S 1-65 Northbound N/O Trinity Lane FS
Contract #1042178 Expires 2/28/10

CBS Outdoor
1431 Popular Lane
Nashville, TN 37210

Billboard Panel lease located @
Briley Parkway 1 mi N McGavock Pike W/S F/S
Contract #0503775 Expires 9/30/09

Lamar
PO Box 5216
Mobile, AL 36605

Billboard Panel lease located @
S/S 1-10 2nd E/O Carol Plantation F/W
Contract #002 318291 Expires 10/14/09

Lamar
PO Box 5216
Mobile, AL 36605

Billboard Panel lease located @
W/S 1-65 N/O Pleasant Valley Rd F/N
Contract #002 318289 Expires 10/14/09

Lamar
PO Box 5216
Mobile, AL 36605

Billboard Panel lease located @
E/S Hwy 59 2nd N/O C.R. 10 F/S
Contract #002 318290 Expires 10/14/09

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Lamar
PO Box 5216
Mobile, AL 36605

Billboard Panel lease located @
E/S Hwy 59 2nd N/O C.R. 10 F/N
Contract #1061332 Expires 02/24/10

Lamar
PO Box 5216
Mobile, AL 36605

Billboard Panel lease located @
NS 1-10 E/O Hwy 53 #23
Contract #1024749 Expires 12/24/09

Lamar
PO Box 5216
Mobile, AL 36605

Billboard Panel lease located @
E/S Hwy 59 1st S/O C.R. 28 F/N
Contract #1061346 Expires 02/24/10

CBS Outdoor
1431 Popular Lane
Nashville, TN 37210

Billboard Panel lease located @
Sandlake RD (SRT 482) .5 mi E/O Kirkman RD
Contract #0521395 Expires 10/24/09

CBS Outdoor
1431 Popular Lane
Nashville, TN 37210

Billboard Panel lease located @
US 441 .7mo N/O SR 482 (Sandlake) W/S F/N
Contract #0521483 Expires 01/04/10

Lamar
PO Box 2857
Ft. Walton Bch, FL 35249

Billboard Panel lease located @
S/S 98 @ Matthews F/E
Contract #071 308757 Expires 10/24/09

Lamar
PO Box 2857
Ft. Walton Bch, FL 35249

Billboard Panel lease located @
N/S Hwy 98 @ Calhoun F/W
Contract #071 308756 Expires 10/24/09

Lamar
PO Box 2857
Ft. Walton Bch, FL 35249

Billboard Panel lease located @
E/S HWY 85 N/O PJ Adams F/N
Contract #071 308769 Expires 10/24/09

Lamar
PO Box 2857
Ft. Walton Bch, FL 35249

Billboard Panel lease located @
E/S HWY 351 S/O Norris Cutoff F/N
Contract #071 308770 Expires 10/24/09

CBS Outdoor
1431 Popular Lane
Nashville, TN 37210

Billboard Panel lease located @
W/S 1-65 .33 Miles N/O Stop 11 Rd. F/N
Contract #0627029 Expires 08/16/10

CBS Outdoor
1431 Popular Lane
Nashville, TN 37210

Billboard Panel lease located @
W/S US Hwy 31 7049 US 31 So F/N
Contract #0627087 Expires 11/01/10

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Lamar
920 6th Street S
Birmingham, AL 35205

Billboard Panel lease located @
1-459 E/L .06 Miles S/O Action Rd. F/N
Contract #138 312493 Expires 9/14/09

Fairway
PO Box 1900
Duncan, SC 29334

Billboard Panel lease located @
1-85 .75 miles N/O Laurens Road
Contract #9007564 Expires 9/30/10

Fairway
PO Box 1900
Duncan, SC 29334

Billboard Panel lease located @
1-85 .5 miles S/O Hwy 153
Contract #9007564 Expires 9/30/10

Fairway
PO Box 1900
Duncan, SC 29334

Billboard Panel lease located @
1-3 85 100 ft N/O Hwy 14
Contract #9007564 Expires 9/30/10

Adams
1134 N. Graham St.
Charlotte, NC 28206

Billboard Panel lease located @
E Independence E/O Hwy 51
Contract #200812946 Expires 12/21/09

CBS Outdoor
1431 Popular Lane
Nashville, TN 37210

Billboard Panel lease located @
Hwy 50 .1mi E/O Powers Drive F/E
Contract #0521479 Expires 11/09/09

Spratlin
240 Cherokee St.
Marietta, GA 30060

Billboard Panel lease located @
1-20 @ Exit 41
Contract # Expires 9/30/09

Lamar
7777 E. 38th Street
Tulsa, OK

Billboard Panel lease located @
5800 S. Hwy 169 F/N Tri-Vision
Contract #402-308569 Expires 9/14/09

Lamar
7777 E. 38th Street
Tulsa, OK

Billboard Panel lease located @
9750 E Broken Arrow EXP F/W Tri-Vision
Contract #402-308570 Expires 11/04/09

Porlier Outdoor Advertising
1027 N Service Road West
Foristell, MO 63348

Billboard Panel lease located @
1-64 1/2 mi east of 1-55/70/64 split E/B
Contract #207A Expires 11/30/09

CBS Outdoor
1431 Popular Lane
Nashville, TN 37210

Billboard Panel lease located @
N/S US 501 & AT Jct Bypass F/W
Contract #0575856 Expires 05/14/10

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Next Media
208 Bush Drive
Myrtle Bch, SC 29579

Billboard Panel lease located @
US 17 S .73 Mi S/O Myrtle Bch St. Park W/S S
Contract #17809 Expires 09/19/10

Next Media
208 Bush Drive
Myrtle Bch, SC 29579

Billboard Panel lease located @
US 17 S .41 S/O Atlantic Ave W/S N
Contract #17483 Expires 05/04/10

Next Media
208 Bush Drive
Myrtle Bch, SC 29579

Billboard Panel lease located @
US 501 .91 mi W/O SC544 S/S Eastbound
Contract #17481 Expires 05/04/10

Next Media
208 Bush Drive
Myrtle Bch, SC 29579

Billboard Panel lease located @
US 17 Bypass S 1.83 mi S/O Glenna Bay Rd W/S
N
Contract #17810 Expires 09/09/10

Next Media
208 Bush Drive
Myrtle Bch, SC 29579

Billboard Panel lease located @
SC 544 1 Mi E/O US 17 Bypass S/S E
Contract #17482 Expires 05/04/10

Lamar
1770 West 41st Ave
Gary, IN 46408

Billboard Panel lease located @
1-65 E/S .5 Miles S/O US30 F/S
Contract #249 319592 Expires 08/19/10

Lamar
1770 West 41st Ave
Gary, IN 46408

Billboard Panel lease located @
1-65 E/S ..9 miles N/O 61st Ave F/N
Contract #249 319591 Expires 08/19/10

Lamar
1770 West 41st Ave
Gary, IN 46408

Billboard Panel lease located @
Digital Billboard - US 30 N/S E/O Broadway
Contract #1069828 Expires 03/14/10

Lamar
112 Grimes St
Dayton, OH 45402

Billboard Panel lease located @
1-75 .05 Miles N of Rt. 122 F/S
Contract #009 304668 Expires 09/24/09

Lamar
301 Pratt Ave. NE
Huntsville, AL

Billboard Panel lease located @
1-565 SL 50 W/O Dallas St FE
Contract #1114806 Expires 07/18/10

Lamar
301 Pratt Ave. NE
Huntsville, AL

Billboard Panel lease located @
1-565 NL W/O County Line #1 F/W
Contract #1125257 Expires 07/18/10

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Lamar
301 Pratt Ave. NE
Huntsville, AL

Billboard Panel lease located @
1-65 Decatur WL .6 mi N/O AL20
Contract #1125260 Expires 07/18/10

Lamar
301 Pratt Ave. NE
Huntsville, AL

Billboard Panel lease located @
1-65 EL .7 mi N/O AL67 F/S
Contract #1142171 Expires 07/18/10

Lamar
301 Pratt Ave. NE
Huntsville, AL

Billboard Panel lease located @
1-565 SL E/O Mooresville Rd L#2
Contract #1140450 Expires 07/21/10

CBS Outdoor
1431 Popular Lane
Nashville, TN 37210

Billboard Panel lease located @
W/S 1-65 & Harrison Ave. F/S
Contract #0578570 Expires 06/30/10

CBS Outdoor
1431 Popular Lane
Nashville, TN 37210

Billboard Panel lease located @
1-65 3 mi S/O Memphis Rd. F/N
Contract #0627050 Expires 09/24/10

Fairway
1920 West Lee St.
Greensboro, NC 27403

Billboard Panel lease located @
1-85 Rehobeth Church Rd. W/S N
Contract # Expires 01/12/10

Fairway
1920 West Lee St.
Greensboro, NC 27403

Billboard Panel lease located @
1-85 S/O Groometown S
Contract # Expires 03/22/10

Fairway
1920 West Lee St.
Greensboro, NC 27403

Billboard Panel lease located @
1-85/40 .75 mi S/O Rock Creek Dairy N
Contract # Expires 05/08/10

Triad
131 Industrial Ave
Greensboro, NC 27406

Billboard Panel lease located @
N/S 1-40 .05 mi E of Gallimore Dairy Rd
Contract # 471 Expires 02/13/10

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K. Print advertising contracts:

<u>Contract Company</u>	<u>Description</u>
Valassis 248 Lake Terrace Drive Hendersonville, TN 37075	Direct mail advertising services
Belleville News-Democrat 120 South Illinois St Belleville, IL 62222	Newspaper advertising contract
Birmingham News 2201 Fourth Ave N Birmingham, AL 35203	Newspaper advertising contract
Charlotte Observer 600 S Tryon Street Charlotte, NC 28202	Newspaper advertising contract
Columbus Dispatch 5300 Crosswind Drive Columbus, OH 45242	Newspaper advertising contract
Commercial Appeal 495 Union Ave Memphis, TN 38103	Newspaper advertising contract
Courier-Journal 525 West Broadway Louisville, KY 40201	Newspaper advertising contract
Orlando Sentinel 633 North Orange Ave Orlando, FL 32810	Newspaper advertising contract
Post Tribune 1433 E 83rd Avenue Merrillville, IN 46410	Newspaper advertising contract
St Louis Dispatch 900 North Tucker Blvd St Louis, MO 63101	Newspaper advertising contract
Times of NW Indiana 610 45th Avenue Munster, IN 46321	Newspaper advertising contract

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Gulf Coast Newspapers
PO Box 509
Robertsdale, AL 36567

Magazine advertising contract

Life's A Beach Publications, LLC
PO Box 5731
Destin, FL 32540

Magazine advertising contract

Myrtle Beach Guide
5315 N Kings Hwy
Myrtle Beach, SC 29577

Magazine advertising contract

Strand Magazine
1357 21st Avenue N #102
Myrtle Beach, SC 29577

Magazine advertising contract

L. Telephone/Internet contracts:

Contract Company

Description

XO Communications
14239 Collections Center Drive
Chicago, IL 60693

Phone/Internet Service

Centurytel
P.O. Box 4300
Carol Stream, IL 60197

Phone/Internet Service

New Edge Networks
Unit 47, P.O. Box 4800
Portland, OR 97208

Phone/Internet Service

TDS
P.O. Box 678166
Dallas, TX 75267

Phone/Internet Service

M. Management/Leasing agent:

Contract Company

Description

GGP Limited Partnership, DIP/Agent
Jennifer A. Lawson
150 Fourth Avenue, North, Ste. 1850
Nashville, TN 37210

Management Company/Lease Agent

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EXHIBIT D

EXECUTORY CONTRACTS TO BE REJECTED

Current Contracts Pertaining to Closed Stores Only

<u>Contract Company</u>	<u>Description</u>	<u>Location</u>
Deem Mechanical and Electric Co. 6831 East 32 nd Street, Suite 200 Indianapolis, IN 46226	HVAC Maintenance (<i>separate contract per location</i>)	Orlando Memphis Duluth Douglasville Dayton
Horizon Mechanical 6550 E. Skelly Drive Tulsa, OK 74145	HVAC Maintenance Beginning August, 05 Annual Renewal Broken Arrow Store #35	Broken Arrow
Orkin 136 Nobel Court Alpharetta, GA 30005	Pest Control Duluth #30 3625 Sweetwater Road Duluth, GA 30096	Duluth
Orkin 136 Nobel Court Alpharetta, GA 30005	Pest Control Douglasville #34 7400 Douglas Blvd Douglasville, GA 30135	Douglasville
Arrow Exterminators P.O. Box 708 Broken Arrow, OK 74013	Pest Control Broken Arrow #35 3601 South Elm Place Broken Arrow, OK 74011	Broken Arrow
The Newark Group 3201 Springhill Road Tallahassee, FL 32305	Baler Recycle Duluth #30 3625 Sweetwater Road Duluth, GA 30096	Duluth
The Newark Group 3201 Springhill Road Tallahassee, FL 32305	Baler Recycle Douglasville #34 7400 Douglas Blvd Douglasville, GA 30135	Douglasville
Marck Industries 302 W 2 nd Street Cassville, MO 65625	Baler Recycle Broken Arrow #35 3601 South Elm Place Broken Arrow, OK 74011	Broken Arrow

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Kendrick Environmental P.O. Box 400 Tallahassee, FL 32305	Baler Recycle Dayton #42 651 Lyons Road Dayton, OH 45459	Dayton
National Waste & Disposal P.O. Box 1828 Catoosa, OK 74015	Waste Management Broken Arrow #35 3601 South Elm Place Broken Arrow, OK 74011	Broken Arrow
Waste Management of Ohio 1006 Walnut Street Canal Winchester, OH 43110	Waste Management Dayton #42 651 Lyons Road Dayton, OH 45459	Dayton
AXSA 7800 Southland Blvd., Suite 100 Orlando, FL 32809	Copier maintenance contract entered 3/07. Renews quarterly.	Orlando
Business Equipment Center 2991 Directors Row Memphis, TN 38131-0405	Copier maintenance contract entered 9/00. Renews monthly.	Memphis
Atlanta Office Machines 552 Cobb Parkway South Marietta, GA 30060	Copier maintenance contract entered 4/04. Renews quarterly.	Duluth
Gordan Document Solutions 2141 Powers Ferry Road SE Marietta, GA 30067	Copier maintenance contract entered 2/05. Renews quarterly.	Douglasville
DIS Document Imaging Solutions 9300 Broken Arrow Expressway Suite C Tulsa, OK 74135	Copier maintenance contract entered 8/15/05. Renews quarterly.	Broken Arrow
ABS 111 First Street Dayton, OH 45402	Copier maintenance contract entered 6/06. Renews quarterly.	Dayton
ADT Security Services, Inc. 803 South Orlando Avenue, Suite J Winter Park, FL 32789	Burglary and Fire Monitoring Cost. Beginning 2000 on a month to month. Orlando Store located at 937 Sand Lake Road Orlando, FL 32809.	Orlando

EXHIBIT A

Resource Solutions, Inc. P.O. Box 382156 Germantown, TN 38183-2156	Burglary and Fire Monitoring Cost. Beginning September, 2002 on a month to month. Memphis Store located at 3682 Ridgeway Road, Memphis, TN 38115.	Memphis
AlarmCo P.O. Box 666353 Marietta, GA 30066	Burglary and Fire Monitoring Cost. Beginning April, 2004 on a month to month. Duluth Store located at 3625 Sweetwater Road, Duluth, GA 30096.	Duluth
Advance Alarms 1113 East Louisville P.O. Box 2257 Broken Arrow, OK 74013	Burglary and Fire Monitoring Cost. Beginning July, 2005 on a month to month. Broken Arrow Store located at 3601 South Elm Place, Broken Arrow, OK 74011.	Broken Arrow
Sonitrol of SW Ohio 1400 Cincinnati Street Dayton, OH 45408	Burglary and Fire Monitoring Cost. Beginning June, 2006 on a month to month. Dayton Store located at 651 Lyons Road, Dayton, OH 45459.	Dayton
Sunny Day Guide 800 Seahawk Circle, Suite 106 Virginia Beach, VA 23452	Magazine advertising contract	Pigeon Forge
Touring Publications, LLC P.O. Box 4580 Sevierville, TN 37864	Magazine advertising contract	Pigeon Forge
Windstream P.O. Box 9001908 Louisville, KY 40290	Phone/Internet Service	Broken Arrow

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